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Attorneys for Plaintiff Nike, Inc.

Farzana Ghias  
 d/b/a Hip Hop Shoes and Hip Hop Shop  
 10970 International Blvd., #K-9  
 Oakland, California 94603  
 Telephone: (510) 633-1307

Defendant, *in pro se*

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

Nike, Inc.

Plaintiff,

v.

Farzana Ghias, an individual and d/b/a Hip Hop  
 Shoes and Hip Hop Shop and Does 1 through 10,  
 inclusive,

Defendant.

Case No. C 07-5280 PJH

**JOINT STIPULATION RE ENTRY OF  
 CONSENT DECREE; [PROPOSED]  
 CONSENT DECREE AND  
 PERMANENT INJUNCTION**

WHEREAS, Nike, Inc. (“Nike” or “Plaintiff”), having filed a Complaint in this action  
 charging Defendant Farzana Ghias, an individual and d/b/a Hip Hop Shoes and Hip Hop Shop  
 (“Defendant”) with liability for trademark infringement, trademark dilution, and unfair  
 competition, and the Parties desiring and having agreed to settle the controversy between them.

Nike, and Defendant, by and through Plaintiff’s counsel of record and Defendant *in pro se*,  
 stipulate and agree as follows:

1           1. That a Permanent Injunction and [Proposed] Consent Decree may be entered upon the  
2 terms set forth below.

3           2. Defendant stipulates not to appeal the Consent Decree entered pursuant to this  
4 Stipulation and hereby waives all rights to appeal from it. Defendant hereby waives any rights  
5 which he may have to request or to have a new trial or any rights which he may have to otherwise  
6 challenge, directly or collaterally, the Injunction entered pursuant to the terms of this Stipulation,  
7 unless there is a breach by Nike of the Release and Settlement Agreement and this Stipulation.  
8

9           3. Defendant acknowledges that she has completely read the terms of this Stipulation and  
10 [Proposed] Order and fully understands the terms and consequences of the Stipulation and  
11 [Proposed] Order.  
12

13           4. The waiver by a party to this Stipulation of the performance of any covenant, condition  
14 or promise herein shall not invalidate this Stipulation nor shall any such waiver be construed as a  
15 waiver or relinquishment of the performance of any other covenant, condition or promise in this  
16 Stipulation.

17           5. This Stipulation may be amended or modified only by a written instrument signed by all  
18 the Parties.

19           6. The claims for relief, and each of them, alleged by Nike against Defendant, shall be  
20 dismissed with prejudice.  
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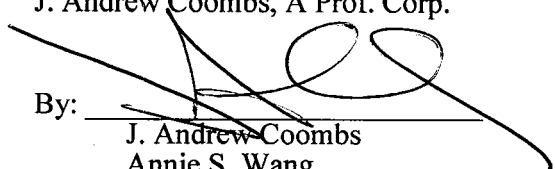
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1           7. This Stipulation shall be binding on and inure to the benefit of the Parties to it, their  
2 successors, heirs or assignees.

3  
4           IT IS SO STIPULATED:

5           Dated: 12-4, 2007

J. Andrew Coombs, A Prof. Corp.

6  
7           By:   
8                 J. Andrew Coombs  
9                 Annie S. Wang  
               Attorneys for Plaintiff Nike, Inc.

10          Dated: 11/26/07, 2007

Farzana Ghias

11  
12          By: Farzana Ghias  
13                 Farzana Ghias, an individual and d/b/a  
14                 Hip Hop Shoes and Hip Hop Shop  
               Defendant, *in pro se*

15          The Court, having read and considered the Joint Stipulation for Permanent Injunction and  
16 Dismissal that has been executed by Plaintiff Nike, Inc. ("Nike" or "Plaintiff") and Defendant  
17 Farzana Ghias, an individual and d/b/a Hip Hop Shoes and Hip Hop Shop ("Defendant") in this  
18 action, and good cause appearing therefore, hereby:

19          ORDERS that based on the Parties' stipulation and only as to Defendant, her successors,  
20 heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

21          1) This Court has jurisdiction over the parties to this action and over the subject matter hereof  
22 pursuant to the Lanham Act, 15 U.S.C. § 1051, et seq., and 28 U.S.C. §§ 1331, 1338 and 1367.

23          Service of process was properly made against Defendant.

24          2) Nike claims that it owns or controls the pertinent rights in and to the trademarks listed in  
25 Exhibit "A" attached hereto and incorporated herein by this reference (The trademarks identified  
26 in Exhibit "A" are collectively referred to herein as the "Nike Trademarks").

27          3) Nike has alleged that Defendant has made unauthorized uses of the Nike Trademarks or  
28 substantially similar likenesses or colorable imitations thereof.

1 4) Defendant and her agents, servants, employees and all persons in active concert and  
2 participation with him who receive actual notice of the Injunction are hereby restrained and  
3 enjoined from:

4 a) Infringing the Nike Trademarks, either directly or contributorily, in any manner,  
5 including generally, but not limited to manufacturing, importing, distributing, advertising,  
6 selling and/or offering for sale any unauthorized product which features any of the Nike  
Trademarks ("Unauthorized Products"), and, specifically from:

7 i) Importing, manufacturing, distributing, advertising, selling and/or offering  
8 for sale the Unauthorized Products or any other unauthorized products which  
9 picture, reproduce, copy or use the likenesses of or bear a confusing similarity to  
10 any of the Nike Trademarks;

11 ii) Importing, manufacturing, distributing, advertising, selling and/or offering  
12 for sale in connection thereto any unauthorized promotional materials, labels,  
13 packaging or containers which picture, reproduce, copy or use the likenesses of or  
bear a confusing similarity to any of the Nike Trademarks;

14 iii) Engaging in any conduct that tends falsely to represent that, or is likely to  
15 confuse, mislead or deceive purchasers, Defendant's customers and/or members of  
16 the public to believe, the actions of Defendant, the products sold by Defendant, or  
17 Defendant himself is connected with Nike, is sponsored, approved or licensed by  
Nike, or is affiliated with Nike;

18 iv) Affixing, applying, annexing or using in connection with the importation,  
19 manufacture, distribution, advertising, sale and/or offer for sale or other use of any  
20 goods or services, a false description or representation, including words or other  
21 symbols, tending to falsely describe or represent such goods as being those of Nike.

22 5) Each side shall bear its own fees and costs of suit.

23 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

24 7) This Injunction shall be deemed to have been served upon Defendant at the time of its  
execution by the Court.

25 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to  
26 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
27 Injunction against Defendant.  
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1 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and  
2 to enter such further orders as may be necessary or appropriate to implement and enforce the  
3 provisions of this Injunction.

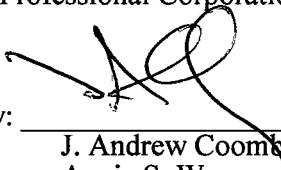
4 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement,  
5 Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of  
6 judgment against Defendant, be reopened should Defendant default under the terms of the  
7 Settlement Agreement.

8 11) This Court shall retain jurisdiction over the Defendant for the purpose of making further  
9 orders necessary or proper for the construction or modification of this consent decree and  
10 judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible  
11 entry of a further Judgment Pursuant to Stipulation in this action.

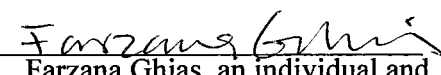
12 DATED:

Hon. Phyllis J. Hamilton  
Judge, United States District Court  
for the Northern District of California

14 PRESENTED BY:  
15 J. Andrew Coombs,  
16 A Professional Corporation

17 By:   
18 J. Andrew Coombs  
19 Annie S. Wang  
Attorneys for Plaintiff Nike, Inc.

20  
21 Farzana Ghias

22  
23 By:   
24 Farzana Ghias, an individual and  
25 d/b/a Hip Hop Shoes and Hip Hop Shop  
26 Defendant, *in pro se*  
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**EXHIBIT A**

## Nike Trademark Registrations

Trademark	Registration Number	Registration Date
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
Nike® and Swoosh® Design	1,237,469	May 10, 1983
Nike®	1,277,066	May 8, 1984
Swoosh® Design	1,284,385	July 3, 1984
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Air Jordan®	1,370,283	November 12, 1985
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
Nike Air®	1,571,066	December 12, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
Jump Man device	1,742,019	December 22, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTempo in crest	2,032,582	January 21, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Nike®	2,196,735	October 13, 1998
Nike® and Swoosh® Design	2,209,815	December 8, 1998
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001
WAFFLE RACER	2,652,318	November 19, 2002
PHYLITE	2,657,832	December 10, 2002
TRUNNER	2,663,568	December 17, 2002
DRI-STAR	2,691,476	February 25, 2003
PRESTO	2,716,140	May 13, 2003
TRIAX	2,810,679	February 3, 2004
WAFFLE TRAINER	2,893,674	October 12, 2004
THERMA-STAR	2,960,844	June 7, 2005

1	NIKE SHOX	2,970,902	July 19, 2005
2	STARTER	2,971,216	July 19, 2005
3	Basketball player outline	2,977,850	July 26, 2005
4	NIKEFREE	3,087,455	May 2, 2006

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**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On December 4, 2007, I served on the interested parties in this action with the following:

- JOINT STIPULATION RE ENTRY OF CONSENT DECREE;  
[PROPOSED] CONSENT DECREE AND PERMANENT INJUNCTION

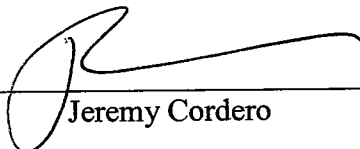
for the following civil action:

Nike, Inc. v. Farzana Ghias d/b/a Hip Hop Shoes and Hip Hop Shop, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Farzana Ghias d/b/a Hip Hop Shoes and Hip Hop Shop 10970 International Blvd., #K-9 Oakland, California 94603	
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Place of Mailing: Glendale, California  
Executed on December 4, 2007, at Glendale, California

  
\_\_\_\_\_  
Jeremy Cordero